

BAG DROP TERMS AND CONDITIONS

IMPORTANT: *Items are stored at your own risk. Please do not store valuable items with us. Items must be collected at the end of the day. Uncollected items may be disposed of after one month.*

This document sets out the terms and conditions on which we offer our Bag Drop Service at Indooroopilly Shopping Centre. Capitalised words are defined in clause 13. By using the Bag Drop Service, you agree to these terms and conditions.

1. Bag Drop service

We provide the Bag Drop Service free of charge, and at our discretion. The Service allows you to store shopping bags with us, so that you can continue shopping at the Centre without having to carry all your bags with you.

2. How do you access the Service?

There are two ways you can access the Service:

- (a) you can visit our concierge team in the Centre and place your Items into a Storage Space yourself; or
- (b) after you purchase Items from a shop at the Centre, the shop can call our concierge team, who will collect your Items and place them in a Storage Space for you.

When you store Items with us, we will give you with a Ticket which must be presented when you collect your Items. It is your responsibility to keep the Ticket in a secure place, or to inform us as soon as possible if you lose the Ticket. We will provide your Items to the person holding your Ticket. We are not responsible if you lose your Ticket and you do not inform us of this, and another person holding your Ticket collects your Items. If you lose your Ticket, we will, though, use reasonable efforts to try to return your Items to you.

3. When can you use the Bag Drop service?

Our Storage Spaces are only available for use during the trading hours of the Centre. Please check the Centre's trading hours before using the Service. All Items must be collected 30 minutes before the end of the day. Our Storage Spaces are offered subject to availability. We do not guarantee that there will be a Storage Space available for you to use at any time.

4. Uncollected items

Any Items left in a Storage Space after the trading hours of the Centre may be removed from the Storage Space. You agree that, to the extent permitted by uncollected goods legislation, any uncollected Items left with us for more than one month may be deemed abandoned and destroyed or given to charity. We will send one text message

to any mobile phone number you gave us before disposing of your Items.']

5. What items can be stored?

We reserve the right to accept or refuse to store any goods or items, at our discretion. To be eligible to use the Service, Items must, at a minimum, (i) be purchased from a shop at the Centre; (ii) not exceed 20kg; and (iii) fit within the Storage Space. Items which are strictly prohibited include, but are not limited to:

- (a) hot or perishable foods;
- (b) liquids in an unsealed or poorly sealed container;
- (c) animals;
- (d) dangerous goods including weapons or chemicals;
- (e) items with a strong or offensive odour;
- (f) items of an illegal or hazardous nature; or
- (g) items which pose a potential safety threat or security threat.

Please do not store any valuable items with us.

6. How are items stored?

6.1 Your Items will be placed in a Storage Space. We will exercise reasonable care to ensure the security of Items accepted for storage. However, storage of your Items in a Storage Space is essentially at your own risk. Subject to clause 9.1, we accept no responsibility for lost, stolen, misplaced or damaged Items stored with us.

6.2 The Storage Space is our property. We reserve the right to inspect all Items placed in a Storage Space.

7. Our directions

You must comply with any directions given by our personnel, or the concierge team at the Centre, in relation to storing your Items. This includes, but is not limited to, following any instructions regarding how Items must be stored, when Items must be collected, or any directions given to assist in complying with work health and safety obligations.

8. Your obligations

You must not:

- (a) use the Service in any way which breaches these terms and conditions; or
- (b) abuse or misuse the Service by, for example, engaging in illegal activities, supplying false or misleading information to us, or refusing to follow reasonable instructions from Centre personnel.

We may reasonably refuse to supply the Service to you at any time.

9. Liability

9.1 Consumers in Australia have rights under the Australian Consumer Law. Nothing in these terms and conditions excludes or restricts those rights. Further, nothing in these terms and conditions seeks to exclude our liability for our own negligence or wilful misconduct.

9.2 Subject to clause 9.1, and to the fullest extent permitted by law, we are not liable for any loss or claim of any kind (including, without limitation, consequential or economic loss or loss of profits) arising out of or in connection with your use of the Service or arising under or in connection with these terms and conditions.

10. Indemnity

10.1 Subject to clause 9.1, you indemnify us against any claim, action or loss (including any legal costs) arising out of or in connection with:

- (a) any negligent, wrongful or unlawful act by you;
- (b) your use of the Service; or
- (c) any breach of these terms and conditions by you.

10.2 Your liability under this clause 10 is reduced to the extent that our negligence or misconduct contributes to the claim, action or loss.

11. Privacy

We collect personal information in order to carry out the Service and may, for this purpose, disclose such information to third parties, including but not limited to agents, contractors, service providers, and, as required, to Australian regulatory authorities. The Service is conditional on you providing this information. We may, for an indefinite period, unless otherwise advised, use the information for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning you. You should direct any request to access, update or correct information to us.

12. General

12.1 These terms and conditions are governed by and will be construed in accordance with the laws of Queensland, and are subject to the exclusive jurisdiction of the courts of Queensland.

12.2 Neither party may transfer any right or liability under these terms and conditions without the written consent of the other.

12.3 These terms and conditions are effective as at the date specified below and may be amended by us

from time to time. The current terms and conditions are those available at the concierge desk of the Centre and at indooroopillyshopping.com.au.

12.4 No variation to these terms and conditions will be of any force or effect unless it is in writing and signed by both parties.

12.5 The Service is supplied on the terms expressly set out in these terms and conditions and subject to non-excludable rights under the Australian Consumer Law. Other representations or statements made by either party are not part of this agreement. However, either party may have other legal rights in relation to those representations.

12.6 No party to this agreement may rely on the words or conduct of any other party as a waiver of any right unless the waiver is in writing and signed by the party granting the waiver.

12.7 If any provision of this agreement is invalid under the law of any jurisdiction the provision is enforceable in that jurisdiction to the extent that it is not invalid, whether it is in severable terms or not.

13. Definitions

Centre means Indooroopilly Shopping Centre.

Item(s) means one or more eligible items stored by us as part of the Service.

Service or Bag Drop Service means the Bag Drop service described in clause 1.

Storage Space means a secured storage area provided by us **Ticket** means a numbered ticket to identify your Items.

Us/we/our means AMP Capital Shopping Centre Pty Ltd ACN 001 595 955.

You/your means a person using the Service.

20 December 2018